



**PROJECT AGREEMENT
BETWEEN THE
DISTRICT DEPARTMENT OF TRANSPORTATION
AND THE
NAME OF ORGANIZATION**

I. INTRODUCTION

This PROJECT AGREEMENT by and between the District of Columbia (“District”), a municipal corporation, acting by and through the District Department of Transportation (hereinafter called "DDOT") and the **NAME OF ORGANIZATION** (hereinafter “Subrecipient”) (collectively, the “Parties”) to transport elderly persons and persons with disabilities in the District.

RECITALS

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. §5310, provides for capital assistance to States to assist financially nonprofit organizations and associations for the specific purpose of providing transportation services meeting the special needs of elderly persons and persons with disabilities for whom mass transportation services are unavailable, insufficient or inappropriate;

WHEREAS, the Federal Transit Administration (hereinafter referred to as "FTA") has designated the District as a grant recipient for capital grants under 49 U.S.C. §5310; and

WHEREAS, the Mayor of the District, by Mayor's Order 2009-211, dated December 8, 2009, in accordance with a request by the FTA has designated the DDOT to evaluate and select Projects proposed by private nonprofit organizations (or “Subrecipient(s)”), and to coordinate their project applications for capital assistance; and

WHEREAS, the DDOT has applied for and received a grant from the FTA under the provisions of 49 U.S.C. §5310 to provide capital assistance for selected transportation Projects; and

WHEREAS, the Subrecipient desires to obtain and utilize a vehicle purchased by the District with funds from the 49 U.S.C. § 5310 capital grants program, for the transportation needs of elderly persons and persons with disabilities in the District.

NOW THEREFORE, in consideration of the mutual promises herein, the Parties hereby agree as follows:

II. PROGRAM GOALS AND OBJECTIVES

A. OVERVIEW

The Subrecipient will provide transportation services to meet the special needs of elderly persons and persons with disabilities in the District. The Subrecipient's provision of transportation services shall be referred to herein as the "Project".

B. GOALS AND ACTIVITIES

The Parties entered into this Agreement to delineate the respective duties and responsibilities of the Parties under this Project and to ensure accountability for funds disbursed by DDOT to the Subrecipient. The objective of the Project is to provide capital grant assistance to the Subrecipient through the purchase and transfer of a paratransit vehicle, wheelchair lift or restraint, or maintenance equipment to support existing equipment for the Subrecipient's use.

III. FUNDING

A. The total cost of the project is \$40,000.00

1. DDOT shall provide an eighty percent (80%) match of \$32,000.00 coming from FTA under the provisions of 49 U.S.C. §5310.
2. The remaining funding amount of \$8,000.00 dollars will be provided by the Subrecipient.

B. The funds used for the match by the Subrecipient shall not be from a federal funding source.

C. Funds shall be available to implement this Project for FY 2013 and for one (1) additional year, FY 2014, subject to appropriations if all phases of the programs have not been completed in FY 2013.

IV. SCOPE OF SERVICES

The Subrecipient shall undertake and complete the Project as described in its Proposal filed with and approved by DDOT, and in accordance with the terms and conditions of this Agreement. In furtherance of the stated goals and objectives of this Agreement, the Parties do hereby agree:

A. RESPONSIBILITIES OF DDOT

DDOT shall:

1. Review and approve this Agreement with the Subrecipient.
2. Upon execution of this Agreement, award to Subrecipient one Project vehicle for FY 2013 to carry out the program goals and objectives of this Agreement. The purchase of a Project vehicle shall be undertaken by DDOT in accordance with the procedures established by the District.
3. Once the Subrecipient has met its responsibilities listed below, provide the subrecipient with the vehicle, keys and vehicle's owner's manual with the suggested maintenance schedule for the vehicle.
4. Within fifteen (15) days after the execution of this Agreement, provide a letter to the Subrecipient to be carried in the vehicle at all times explaining that the Subrecipient is using the vehicle pursuant to an agreement with the District Department of Transportation.
5. Within fifteen (15) days after the execution of this Agreement, identify a Project Manager to work with the Subrecipient on issues related to the Project.

B. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient shall:

1. Prior to the execution of this Agreement, provide DDOT with a copy of Subrecipient's Articles of Incorporation or Foreign Registration Statement to establish legal authority to do business in the District.
2. Prior to the execution of this Agreement, provide an IRS Tax Exemption Letter and a Certificate of Good Standing from the Office of Tax and Revenue dated no more than six months from the date this Agreement is signed by the Subrecipient.
3. Prior to the execution of this Agreement, provide a Certificate of Good Standing from the Department of Consumer and Regulatory Affairs (DCRA), valid for the two year period in which Subrecipient is applying. If the Subrecipient is required to renew the Certificate of Good Standing during the grant period, the Subrecipient shall provide DDOT the updated certificate within thirty (30) days of Subrecipient receiving the new form.

4. Prior to or at the time the agreement is signed, provide the project match of \$8,000.00.
5. Throughout the duration of the agreement, carry out the Project as described in this Agreement, including providing DDOT with:
 - i. Performance measures and planned outcomes for the Project on a quarterly basis;
 - ii. Information of vehicle maintenance and safety guidelines;
 - iii. Documentation of drivers requirements and training;
 - iv. Rules and guidelines to be used for transporting individuals;
 - v. Violations of traffic laws and accidents; and
 - vi. Information on Title VI complaints.
6. Prior to accepting the vehicle from the District, provide proof of appropriate insurance as described in section VI with the District listed as a named insured party on the policy.
7. Within forty-five (45) days of the agreement being executed, register the vehicle and maintain the vehicle in proper working order during the useful life of the vehicle, as defined in section VIII.
8. Participate in meeting(s) with the Project Manager to discuss how the Project will be implemented and trainings as needed. The first meeting should take place within thirty (30) days after execution of this Agreement.
9. Provide a brief, detailed report at the end of each fiscal year of the Project that addresses the items listed in section V.A.1. of this Agreement. The report shall be due by October 31 of each year.
10. Carry a letter issued by DDOT in the vehicle at all times explaining that the Subrecipient is using the vehicle pursuant to this Agreement.

V. EVALUATION/REPORTING REQUIREMENTS FOR SUBRECIPIENT

A. REQUIRED REPORTS

Subrecipient shall provide the reports listed below. The reports are intended to provide information for DDOT, FTA, and other community groups that wish to replicate the program.

1. Monthly Report on Maintenance – the subrecipient shall prepare monthly maintenance reports, documenting any scheduled maintenance based on the manufacturer's suggested schedule included in the

vehicle's owner's manual, as well as any unscheduled service repairs. In addition, the monthly report on maintenance should note any warning lights that appear that month or unusual sounds or smells coming from the vehicle. The following month's report should address those issues and how they were resolved.

2. End of the Fiscal Year Report: The Subrecipient shall prepare an end of the fiscal year report summarizing its activities. The annual report shall provide a detailed summary of the subrecipient's Program activities. At a minimum, the report shall include the following information:
 - (a) Number of elderly persons residing in the District served by the subrecipient;
 - (b) Number of persons with disabilities residing in the District served by the subrecipient;
 - (c) Number of elderly persons with disabilities residing in the District served by the subrecipient;
 - (d) Number of elderly persons residing in the District served by Section 5310 funded vehicles;
 - (e) Number of persons with disabilities residing in the District served by Section 5310 funded vehicles;
 - (f) Number of elderly persons with disabilities residing in the District served by Section 5310 funded vehicles;
 - (g) Gaps in service filled (total number of persons eligible/total number of persons served);
 - (h) Number of vehicles in fleet;
 - (i) Number of Section 5310 funded vehicles in fleet;
 - (j) Number of one-way trips provided to elderly persons and persons with disabilities residing in the District; and
 - (k) Average number of trips per vehicle in fleet (number of one-way trips/number of Section 5310 funded vehicles in fleet).
3. Pictures of Project progress and/or outcomes may be included in the Monthly Progress Reports and the End of the Year Report.

B. AVAILABILITY OF RECORDS

DDOT or its designee shall conduct at least one evaluation or monitoring of the services performed and the timely submission of requirements under this Agreement. In order to assess performance, the Subrecipient shall be required to make available to DDOT information and records, which shall enable effective evaluation of the program. The Subrecipient shall also submit a report in the manner specified by DDOT or its designee.

C. ADDITIONAL EVALUATIONS/MONITORING

DDOT shall conduct additional evaluations and on-site monitoring at its discretion.

D. INITIAL MEETING WITH PROJECT MANAGER

The Project Manager and Subrecipient shall participate in an initial meeting within one month of the execution of this Agreement to review the required reports, the requirement, and the format for the support documentation for disbursements.

VI. INSURANCE

The Subrecipient shall obtain the minimum insurance coverage set forth below prior to award of the funding and keep such insurance in force throughout the life of the Project.

- A. The Subrecipient shall obtain and keep in force during the term of this Agreement such personal liability and property damage insurance to protect the Subrecipient and the District from claims for personal injury (including death) and claims for property damage, which may arise by reason of any act or omission of the Subrecipient, its officers, agents and servants, or any person (including independent contractors) directly or indirectly employed by the Subrecipient, or by any of them, in connection with the performance of this Agreement.
- B. Personal liability insurance shall be in an amount not less than \$100,000 for bodily injuries, sickness and disease (including death) at any time resulting there from, to any person and, subject to the same limit for each person, in an amount not less than \$300,000 on account of any one accident. Property damage insurance shall be in an amount not less than \$50,000 for all damage arising out of injury to or destruction of property in any one accident and, subject to the same limit for each accident, in an aggregate amount of not less than \$125,000 for all damages arising out of

injury to or destruction of property in any one year during the Term of this Agreement.

- C. In addition, the Subrecipient shall obtain and keep in force during the Useful Life of the Vehicle, collision insurance on each vehicle provided under this Agreement in the amount of its total replacement value.
- D. Every policy of insurance required under this Section shall name the District as an additional insured party and shall contain an endorsement providing that in the eventuality of either modification or cancellation of said policy, the Director of the DDOT or his designee shall receive thirty (30) days advance notice of such modification or cancellation. Such policies of insurance or satisfactory evidence thereof shall be submitted to the DDOT.

VII. LOCAL MATCH

Under the provisions of 49 U.S.C. §5310, DDOT is required to provide funds from sources other than federal funds to match the federal funds received to purchase the vehicle. The total estimated cost of the vehicle is \$ 40,000.00 and the required local match is \$8,000.00.

DDOT shall purchase the vehicle to be provided to the Subrecipient pursuant to this Agreement with Federal funds covering an amount equal to eighty (80%) percent of the estimated cost of the Project vehicle- Forty Thousand Dollars (\$40,000.00) for the purchase of two (2) 5- Passenger Sedans. DDOT will not be able to provide the Project vehicle to the Subrecipient unless DDOT has the necessary local matching funds from the Subrecipient to pay the remaining twenty (20%) percent of the estimated cost upon execution of this Agreement. This Agreement shall be not be valid if the Sub-recipient cannot provide the local match.

VIII. VEHICLE MAINTENANCE

- A. The Subrecipient shall be required to register the vehicle in the Subrecipient's name and maintain the registration for the duration of the agreement. In addition, the subrecipient would be required to have the vehicle inspected periodically for emissions as required by District law.
- B. The Subrecipient shall be required to keep the vehicle in good working order. Good working order shall mean following the suggested maintenance schedule outlined in the vehicle's owner's manual and making any necessary repairs so the vehicle can be safely operated. The subrecipient shall address any warning lights or unusual sounds or smells coming from the vehicle in a timely manner, within 30 days.

- C. If a vehicle remains unused due to a mechanical problem for more than 90 days, the use of the vehicle will be deemed to be discontinued and DDOT shall terminate the agreement pursuant to the termination with cause provision as described in section VIII below.

IX. DURATION OF AGREEMENT

This Agreement shall be effective on the date the last Party to the Agreement executes the Agreement.

This Agreement shall terminate when the Subrecipient disposes of the Project vehicle and properly notifies the DDOT. Notwithstanding the foregoing, in no event shall this Agreement terminate prior to the Useful Life of the Vehicle as defined herein.

For the purposes of this Agreement, the term “Useful Life of the Vehicle” shall mean four (4) years or 100,000 miles from the date the vehicle was received by the Subrecipient.

X. LEGAL AUTHORITY AND FISCAL YEAR

Subparagraph 3(c) of the DDOT of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code §§ 50-921.02 (c)).

For the purposes of this Agreement, a fiscal year shall begin October 1 and end September 30 of the following year.

XI. TERMINATION

- A. For Convenience. DDOT reserves the right to terminate the Project for the convenience of the District government and to cancel this Agreement by written notice from the DDOT to the Subrecipient.
- B. With Cause. DDOT may, by written notice to the Subrecipient, terminate the Project and cancel this Agreement for any of the following reasons:
 - 1. The Subrecipient discontinues use of the Project vehicle during its Useful Life for the purpose of providing transportation service to the elderly persons and persons with disabilities;
 - 2. The Subrecipient takes any action without the approval of DDOT which under this Agreement would have required the approval of DDOT;
 - 3. The commencement, prosecution or timely completion of the Project by the Subrecipient is, for any reason, rendered improbable, impossible or illegal; or

4. The Subrecipient acts in violation of any provision of this Agreement.
- C. Action Upon Termination. Upon termination of the Project and cancellation of this Agreement, the Subrecipient shall immediately transfer to the District possession of the vehicle conveyed under this Agreement.
- D. The Parties shall comply with all applicable laws and rules, whether now in force or hereafter enacted or promulgated. Nothing in the Agreement shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

XII. MODIFICATIONS

Any modification of this Agreement, including any extension of this Agreement, shall be valid only when reduced to writing, duly signed by both Parties, and attached to the original of this Agreement.

XIII. RECORDS MAINTENANCE

The Subrecipient shall retain all records pertinent to this Project for the useful life of the vehicle. In addition, records required to resolve an audit shall be maintained for a period of not less than three (3) years after resolution of the audit. The Subrecipient shall also be required to make available, upon request, for at least the useful life of the vehicle, files and records that will assist the DDOT in assessing the impact of the program.

XIV. LIABILITY

- A. Subrecipient shall indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, suits, actions, legal or administrative proceedings, demands, fines, penalties, losses, obligations, damages, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person, and for loss or damage to any property caused by Subrecipient or its employees or agents occurring in connection with, or in any way arising out of, the activities contemplated under this Agreement unless caused by DDOT's negligence or intentional misconduct.
- B. Subrecipient shall be responsible, in accordance with applicable law, for the acts and omissions of its employees, agents, or contractors with regard to all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or person,

and for loss or damage to any property, caused by Subrecipient or its employees, agents, or contractors occurring in connection with, or in any way arising out of, any activities contemplated under this Agreement. The District shall have no liability whatsoever for the actions, activities, or negligence of Subrecipient or its employees, agents, or contractors, such as parking fines and moving violations.

XV. PROHIBITED INTEREST

No member, officer or employee of the Subrecipient during his tenure or one year thereafter shall have any financial interest, direct or indirect, in the Project vehicle funded under this Agreement.

XVI. REQUIRED AND STANDARD CLAUSES

- A. Assignment: Subrecipient shall not assign, transfer, or convey this Agreement, or any part thereof, without the prior written consent of DDOT.
- B. No Government Obligation to Third Parties: DDOT and the Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Subrecipient and DDOT agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

- C. Incorporation of Federal Transit Administration Terms: All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

D. Energy Conservation: All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

E. Program Fraud and False or Fraudulent Statements or Related Acts:
Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Subrecipient to the extent the US Government deems appropriate.

(2) If Subrecipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on the Subrecipient, to the extent the US Government deems appropriate.

F. Civil Rights Requirements: All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall

not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. The Subrecipient shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, the Subrecipient shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, the Subrecipient shall refrain from discrimination against present and prospective employees for reason of age. The Subrecipient shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, the Subrecipient shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. The Subrecipient shall also comply with any implementing requirements FTA may issue.

Subrecipients that receive Federal financial assistance (as a Pass through or from DDOT) must comply with the *federal Title VI Complaint Reporting Process* [See Attachment C].

- G. Prohibition Against Exclusionary or Discriminatory Specifications: Apart from inconsistent requirements imposed by Federal statute or regulations, the Subrecipient shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.
- H. Access Requirements for Persons with Disabilities: The Subrecipient shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Subrecipient shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
- I. Compliance with Federal Regulations: Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any DDOT request that would cause the recipient to be in violation of FTA terms and conditions. The Subrecipient shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the current FTA Master Agreement between DDOT and FTA, as may be amended or promulgated from time to time during the term of this contract. The Subrecipient's failure to so comply shall constitute a material breach of this contract.
- J. Access to Services for Persons with Limited English Proficiency: To the extent applicable and except to the extent that FTA determines otherwise in writing, the Subrecipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

- K. Environmental Justice: The Subrecipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

- L. Environmental Protections: Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

- M. Anti-Deficiency Act: Pursuant to the Anti-Deficiency Act, 31 USC § 1341 (a)(1), nothing contained in this Grant Agreement shall be construed as binding on the United States or the District of Columbia to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this Grant Agreement for that fiscal year, or as involving the United States or the District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations.

- N. Interest of Members of Congress: Nothing herein contained shall be deemed inconsistent with or contrary to the purposes or intent of any Act of Congress or the law of the District of Columbia establishing, affecting, or relating to this Agreement. Pursuant to 41 USC § 22, no member of Congress shall be admitted to any share of part of this Agreement, or to any benefits that may arise there from.

- O. Lobby Prohibition: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation; but this shall not prevent officers or employees of the United States or of its DDOTs or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any

communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

- P. Resolution of Disputes: The Director of DDOT (or his/her designee) shall resolve all disputes arising under this Agreement.
- Q. School Bus and Charter Bus Usage: The Subrecipient agrees that project vehicles and equipment cannot be used to provide school bus or private charter transportation
- R. Severance of Terms and Compliances with Applicable Law: The Parties shall comply with all applicable laws, regulations and rules. This Agreement is subject to all laws, regulations and rules governing the Parties hereinafter enacted or promulgated. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws, regulations and rules, whether or not these laws, regulations and rules are specifically listed in this Agreement.

Unless prohibited by District law, upon request by the Federal Government, the Subrecipient shall agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient or contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Subrecipient nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- S. Key Officials and Notices: All notices, requests, modifications, and other communications that are required to be in writing, and all concerns regarding the technical implementation and interpretation of this Agreement, shall be personally delivered, faxed or mailed to the persons listed below:

For DDOT:

Matt Brown - Project Manager
cc: Carl Jackson, Associate Director
District Dept. of Transportation
Progressive Transportation Services
Administration
55 M Street, SE, 5th Floor
Washington, DC 20003

For SUBRECIPIENT:

Mr. John Dow
Name of organization
1122 DC Street, NE
Washington, DC 20017

XVII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

[The rest of this page is left intentionally blank. Signatures are listed on the next page.]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as follows:

**Terry Bellamy, Director
District Department of Transportation
55 M Street, S.E., Suite 700
Washington, D.C. 20003**

**Authorized Official
Mr. John Doe
Name of Organization
1122 DC Street Street, N.E.
Washington, D.C. 20017**

(Signature)

(Signature)

(Date)

(Date)

Attachment A
CERTIFICATION OF ELIGIBILITY

Project Agreement No. DDOT 5310-2013-009
DC-16-0030 TRANSP 08

Project: Transportation Services for Elderly Persons and Persons with Disabilities

I _____ being duly sworn (and under penalty of

(President or Authorized Official)

perjury under the laws of the United States), certifies that, except as noted below, **Mr. John Doe** person associated therewith in the capacity of owner, partner, director, officer, principal investigator, Project director, manager, auditor, or any position involving the administration of federal funds:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, District or State agency within the past three (3) years;
3. Does not have a proposed suspension debarment or exclusionary proceeding pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Date Executive Director/Chair of Board or Authorized Official_____

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____, 20____
at _____ City and State

Notary Seal _____ Notary Public

Attachment B
STATE AND LOCAL LAW DISCLAIMER

Project Agreement No. DDOT 5310-2013-009
DC-16-0030 TRANSP 08

Project: Transportation Services for Elderly Persons and Persons with Disabilities
_____ being duly sworn (and under penalty of perjury under

(President or Authorized Official)

the laws of the United States), certifies that, except as noted below, **Mr. John Doe** person associated therewith in the capacity of owner, partner, director, officer, principal investigator, Project director, manager, auditor, or any position involving the administration of federal funds:

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the Subrecipients procurement documents, the Subrecipients should consult with their local attorney.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

_____ Date _____ President or Authorized Official _____
- _____
Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____, 20____

at _____
City and State

Notary Seal _____ Notary Public